



General Assembly

Amendment

February Session, 2022

LCO No. 4720



Offered by:
SEN. CICARELLA, 34th Dist.

To: Subst. Senate Bill No. **291**

File No. 244

Cal. No. 195

"AN ACT CONCERNING CERTAIN PROTECTIONS FOR GROUP AND FAMILY CHILD CARE HOMES."

1 Strike section 4 in its entirety and insert the following in lieu thereof:

2 "Sec. 4. Section 47a-4 of the general statutes is repealed and the
3 following is substituted in lieu thereof (*Effective October 1, 2022*):

4 (a) A rental agreement shall not provide that the tenant: (1) Agrees to
5 waive or forfeit rights or remedies under this chapter and sections 47a-
6 21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to
7 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of
8 the general statutes or any municipal ordinance unless such section or
9 ordinance expressly states that such rights may be waived; (2)
10 authorizes the landlord to confess judgment on a claim arising out of the
11 rental agreement; (3) agrees to the exculpation or limitation of any
12 liability of the landlord arising under law or to indemnify the landlord
13 for that liability or the costs connected therewith; (4) agrees to waive his
14 right to the interest on the security deposit pursuant to section 47a-21;
15 (5) agrees to permit the landlord to dispossess him without resort to

16 court order; (6) consents to the distraint of his property for rent; (7)
17 agrees to pay the landlord's attorney's fees in excess of fifteen per cent
18 of any judgment against the tenant in any action in which money
19 damages are awarded; (8) agrees to pay a late charge prior to the
20 expiration of the grace period set forth in section 47a-15a or to pay rent
21 in a reduced amount if such rent is paid prior to the expiration of such
22 grace period; [or] (9) agrees to pay a heat or utilities surcharge if heat or
23 utilities is included in the rental agreement, except a landlord may
24 charge a tenant for heat or other utilities notwithstanding the terms of
25 an existing rental agreement if such tenant, after executing such rental
26 agreement, receives licensure to operate a family child care home or a
27 group child care home pursuant to chapter 368a on the landlord's
28 premises; or (10) in any rental agreement entered into or renewed on or
29 after October 1, 2022, is prohibited from operating a licensed family
30 child care home, as described in section 19a-77, or is otherwise restricted
31 in the operation of a licensed family child care home.

32 (b) Notwithstanding the provisions of subdivision (10) of subsection
33 (a) of this section, a rental agreement may:

34 (1) Prohibit the operator of a licensed family child care home from
35 using any common areas for the business purposes of such operator;

36 (2) Prohibit the operation of a licensed group child care home or
37 family child care home if such operation would overburden any private
38 on-site subsurface sewage disposal system or well serving the property
39 where such care home is proposed to be operated. Prior to the operation
40 of any such licensed group child care home or family child care home,
41 the proposed operator may establish that the proposed use of the
42 property for a group child care home or family child care home would
43 not overburden any private on-site subsurface sewage disposal system
44 or well serving the property by providing to the landlord an inspection
45 report prepared by any licensed or certified inspector in this state
46 qualified to inspect such systems or wells that states such use would not
47 overburden such systems or wells;

48 (3) Make the operation of a family child care home conditional upon
49 the operator of such care home providing proof of licensure pursuant to
50 chapter 368 to the landlord. A landlord may require that the operator of
51 such child care home provide immediate notice to the landlord if such
52 operator's license to operate has been revoked;

53 (4) Prohibit any licensed group child care home or family child care
54 home located on a property containing two or more dwelling units from
55 operating before seven o'clock a.m. or after six o'clock p.m.; and

56 (5) Prohibit the parking of any vehicle used by an employee of a
57 licensed family child care home or group child care home that operates
58 on the landlord's property if (A) such vehicle is not owned by a tenant
59 occupying the landlord's property, or (B) the parking space used by such
60 employee is not reserved for such operator of such family child care
61 home or group child care home under the rental agreement. A landlord
62 may accept additional rent from the operator of such licensed family
63 child care home or group child care home for the use of additional
64 parking spaces.

65 [(b)] (c) A provision prohibited by subsection (a) of this section
66 included in a rental agreement is unenforceable."